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20 Attorneys for Plaintiff and Counterclaim
21 Defendant, SUGARFINA, INC.

22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA

24 SUGARFINA, INC., a Delaware
25 corporation,

26 Plaintiff,

27 v.

28 BOUQUET BAR, INC., a Delaware
corporation; BOUQUET BAR, LLC, a
Wyoming limited liability company;
DAVID (DAOUD) YUSUF, an
individual; ALEX AMIDI, an
individual; JEFFREY MATSEN, an
individual; and SAL AZIZ, an
individual,

Defendants.

AND RELATED COUNTERCLAIMS.

Case No. 8:18-cv-01305-CJC-DFM

[DISCOVERY DOCUMENT:
REFERRED TO MAGISTRATE
JUDGE DOUGLAS F. McCORMICK]

**STIPULATED PROTECTIVE
ORDER**

1 After conferring on these matters, Plaintiff Sugarfina, Inc. (“Sugarfina”), on
2 the one hand, and Defendants Bouquet Bar Inc., Bouquet Bar LLC, David (Daoud)
3 Yusuf, Alex Amidi, and Sal Aziz, on the other hand (collectively, “Defendants”),
4 hereby propose to the Court this Protective Order.

5 The parties stipulate and agree as follows:

6 **1. INTRODUCTION**

7 **1.1. Purposes and Limitations**

8 Discovery in this action is likely to involve production of confidential,
9 proprietary or private information for which special protection from public
10 disclosure and from use for any purpose other than prosecuting this litigation may
11 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
12 enter the following Protective Order. The parties acknowledge that this Order does
13 not confer blanket protections on all disclosures or responses to discovery and that
14 the protection it affords from public disclosure and use extends only to the limited
15 information or items that are entitled to confidential treatment
16 under the applicable legal principles.

17 **1.2. Good Cause Statement**

18 This action is likely to involve trade secrets, customer and pricing lists,
19 supplier and vendor contacts, and other valuable research, development,
20 commercial, financial, and/or proprietary information for which special protection
21 from public disclosure and from use for any purpose other than prosecution of this
22 action is warranted. Such confidential and proprietary materials and information
23 consist of, among other things, confidential business or financial information,
24 information regarding confidential business practices, or other confidential
25 research, development, or commercial information (including information
26 implicating privacy rights of third parties), information otherwise generally
27 unavailable to the public, or which may be privileged or otherwise protected from
28 disclosure under state or federal statutes, court rules, case decisions, or common

1 law. Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonable necessary uses of such material in preparation for
5 and in the conduct of trial, to address their handling at the end of the litigation, and
6 serve the ends of justice, a protective order for such information is justified in this
7 matter. It is the intent of the parties that information will not be designated as
8 confidential for tactical reasons and that nothing be so designated without a good
9 faith belief that it has been maintained in a confidential, non-public manner, and
10 there is good cause why it should not be part of the public record of this case.

11 1.3. Acknowledgment of Procedure for Filing Under Seal

12 The parties further acknowledge that this Protective Order does not entitle
13 them to file confidential information under seal; Local Civil Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a
15 party seeks permission from the Court to file material under seal.

16 There is a strong presumption that the public has a right of access to judicial
17 proceedings and records in civil cases. In connection with non-dispositive motions,
18 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
19 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
20 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Elecs., Inc.*,
21 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
22 good cause showing), and a specific showing of good cause or compelling reasons
23 with proper evidentiary support and legal justification, must be made with respect
24 to Protected Material that a party seeks to file under seal. The parties' mere
25 designation of Material as CONFIDENTIAL or CONFIDENTIAL - OUTSIDE
26 COUNSEL'S EYES ONLY does not—without the submission of competent
27 evidence by declaration, establishing that the material sought to be filed under seal
28 qualifies as confidential, privileged, or otherwise protectable—constitute good

1 cause.

2 Further, if a party requests sealing related to a dispositive motion or trial,
3 then compelling reasons, not only good cause, for the sealing must be shown, and
4 the relief sought shall be narrowly tailored to serve the specific interest to be
5 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
6 2010). For each item or type of information, document, or thing sought to be filed
7 or introduced under seal in connection with a dispositive motion or trial, the party
8 seeking protection must articulate compelling reasons, supported by specific facts
9 and legal justification, for the requested sealing order. Again, competent evidence
10 supporting the application to file documents under seal must be provided by
11 declaration.

12 Any document that is not confidential, privileged, or otherwise protectable in
13 its entirety will not be filed under seal if the confidential portions can be redacted.
14 If documents can be redacted, then a redacted version for public viewing, omitting
15 only the confidential, privileged, or otherwise protectable portions of the document,
16 shall be filed. Any application that seeks to file documents under seal in their
17 entirety should include an explanation of why redaction is not feasible.

18 **2. DEFINITIONS**

19 2.1 Action means this pending federal lawsuit, *Sugarfina, Inc. v. Bouquet*
20 *Bar, Inc.*, Case No. 8:18-cv-01305-CJC-DFM (C.D. Cal.).

21 2.2 Challenging Party means a Party or Non-Party that challenges the
22 designation of information or items under this Order.

23 2.3 "CONFIDENTIAL" Material means material the Designating Party
24 believes in good faith is not generally known to others, and that the Designating
25 Party (i) would not normally reveal to third parties except in confidence or has
26 undertaken with others to maintain in confidence, (ii) believes in good faith is
27 protected by a right to privacy under federal or state law or any other applicable
28 privilege or right related to confidentiality or privacy, or (iii) believes in good faith

1 to constitute or to contain confidential and/or proprietary information not otherwise
2 known or available to the public. "CONFIDENTIAL" Material shall include all
3 material referring or relating to the foregoing, including but not limited to copies,
4 summaries, and abstracts of the foregoing. Any party may use the
5 "CONFIDENTIAL" designation only if, in the good faith belief of such party and
6 its counsel, the unrestricted disclosure of such information and/or materials could
7 be potentially harmful to the business or operations of the party.

8 2.4 "CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" Material
9 means material the Designating Party believes in good faith is not generally known
10 to others and has significant competitive value such that unrestricted disclosure to
11 others would create a substantial risk of serious injury, and which the Designating
12 Party (i) would not normally reveal to third parties except in confidence or has
13 undertaken with others to maintain in confidence, (ii) believes in good faith is
14 protected by a right to privacy under federal or state law or any other applicable
15 privilege or right related to confidentiality or privacy, or (iii) believes in good faith
16 constitutes proprietary financial, research, development, technical, or commercially
17 sensitive competitive information that the Producing Party maintains as highly
18 confidential in its business or the disclosure of which is likely to cause harm to the
19 competitive position of the Producing Party. Financial Material that comprises
20 proprietary financial or commercial information, including, without limitation,
21 commercial agreements, licenses, and documents reflecting revenue, sales, profits,
22 and/or costs may be designated as "CONFIDENTIAL - OUTSIDE COUNSEL'S
23 EYES ONLY." "CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY"
24 Material shall include all material referring or relating to the foregoing, including
25 but not limited to copies, summaries, and abstracts of the foregoing.

26 2.5 Counsel means Outside Counsel of Record and In-House Counsel (as
27 well as their support staff).

28 2.6 Designating Party means a Party or Non-Party that designates

1 information or items that it produces in disclosures or in responses to discovery as
2 CONFIDENTIAL” Material or “CONFIDENTIAL - OUTSIDE COUNSEL’S
3 EYES ONLY” Material.

4 2.7 Expert means a person with specialized knowledge or experience in a
5 matter pertinent to the litigation who has been retained by a Party or its counsel to
6 serve as an expert witness or as a consultant in this Action.

7 2.8 In-House Counsel means an attorney who is an employee of a Party.
8 In-House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.9 Material means all items or information, regardless of the medium or
11 manner in which it is generated, stored, or maintained (including, among other
12 things, testimony, transcripts, and tangible things), that are produced or generated in
13 disclosures or responses to discovery in this matter.

14 2.10 Non-Party means any natural person, partnership, corporation,
15 association or other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record means attorneys (and the attorneys’
17 support staff) who are not employees of a Party to this Action but are retained to
18 represent or advise a party to this Action and have appeared in this Action on behalf
19 of that party or are affiliated with a law firm that has appeared on behalf of that
20 party.

21 2.12 Party means any party to this Action, including all of its officers,
22 directors, and employees.

23 2.13 Producing Party means a Party or Non-Party that produces Material in
24 this Action.

25 2.14 Professional Vendors means persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 2.15 Protected Material means any Material that is designated as
2 “CONFIDENTIAL” or “CONFIDENTIAL - OUTSIDE COUNSEL’S EYES
3 ONLY.” No Material shall be deemed Protected Material if:

4 (a) it is in the public domain at the time of disclosure;

5 (b) it becomes part of the public domain as a result of publication
6 not involving a violation of this Protective Order, unless the publication was
7 inadvertent;

8 (c) the Receiving Party can show it was in the Receiving Party’s
9 rightful and lawful possession at the time of disclosure; or

10 (d) the Receiving Party lawfully received it from a Non-Party
11 without restriction as to disclosure, provided such Non-Party has the right to
12 make the disclosure to the Receiving Party.

13 2.16 Privileged Material means a document, tangible item or electronically
14 stored information that is privileged, protected by the work product doctrine, or
15 subject to some other immunity from disclosure.

16 2.17 Receiving Party means a Party that receives Material from a Producing
17 Party.

18 **3. SCOPE**

19 The protections conferred by this Protective Order cover not only Protected
20 Material (as defined above), but also (1) any information copied or extracted from
21 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
22 Material; and (3) any testimony, conversations, or presentations by Parties or their
23 Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 **4. DURATION**

27 The terms of this Protective Order shall survive the final termination of this
28 Action to the extent that any Protected Material is not or does not become known to

1 the public. This Court shall retain jurisdiction over this Action for the purpose of
2 enforcing this Protective Order. The Parties agree that any order of dismissal of this
3 Action as to any or all Parties shall include specific provision that the Court retains
4 jurisdiction to enforce the terms of this Protective Order following dismissal. Each
5 Party hereby consents to the personal jurisdiction of the Court for that purpose.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party that designates information or items for protection under this Protective
9 Order must take care to limit any such designation to specific material that qualifies
10 under the appropriate standards. The Designating Party must designate for
11 protection only those documents or items that qualify, such that for example, an
12 email or attachment that is otherwise associated or linked with the Protected
13 Material, but that does not itself qualify for the same level of designation shall be
14 designated separately. Mass, indiscriminate, or routinized designations are
15 prohibited. Designations that are shown to be clearly unjustified or that have been
16 made for an improper purpose (e.g., to unnecessarily encumber or retard the case
17 development process or to impose unnecessary expenses and burdens on other
18 Parties) may expose the Designating Party to sanctions. If it comes to a Designating
19 Party's attention that information or items that it designated for protection do not
20 qualify for protection or do not qualify for the level of protection initially asserted,
21 that Designating Party must promptly notify all other Parties that it is withdrawing
22 the mistaken designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in
24 this Order, or as otherwise stipulated or ordered, Material that qualifies for
25 protection under this Order must be clearly so designated before the Material is
26 disclosed or produced.

27 Designation in conformity with this Order requires:

- 28 (a) For information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial
2 proceedings), that the Producing Party affix at a minimum, the legend
3 “CONFIDENTIAL” or “CONFIDENTIAL – OUTSIDE COUNSEL’S EYES
4 ONLY” to each page that contains Protected Material. If only a portion of the
5 material on a page qualifies for protection, the Producing Party also must clearly
6 identify the protected portion(s) (e.g., by making appropriate markings in the
7 margins).

8 (b) For testimony given in depositions that the Designating Party
9 identifies the Material on the record, before the close of the deposition all protected
10 testimony; a Designating Party may also indicate, on the record before the close of
11 the deposition, that the Designating Party intends to specifically identify protected
12 testimony, in which case, the Designating Party may identify protected testimony
13 within fifteen days after receipt of the deposition transcript.

14 (c) For information produced in some form other than documentary
15 and for any other tangible items, that the Producing Party affix in a prominent place
16 on the exterior of the container or containers in which the information is stored the
17 legend “CONFIDENTIAL” or “CONFIDENTIAL – OUTSIDE COUNSEL’S
18 EYES ONLY.” If only a portion or portions of the information warrants protection,
19 the Producing Party, to the extent practicable, shall identify the protected portion(s).

20 (d) For material made available for inspection by Outside Counsel
21 for the Receiving Party, that that Parties shall initially consider all such material to
22 be “CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” and subject to
23 this Protective Order even though no formal designation has yet been made.
24 Thereafter, the Producing Party shall have fourteen (14) days to review and
25 designate the inspected Material as “CONFIDENTIAL” or “CONFIDENTIAL –
26 OUTSIDE COUNSEL’S EYES ONLY” prior to furnishing copies to the Receiving
27 Party.

28 5.3 Inadvertent Failures to Properly Designate. If timely corrected, an

1 inadvertent failure to designate qualified information or items does not, standing
2 alone, waive the Designating Party's right to secure protection under this Order for
3 such material. Upon timely correction of a designation, the Receiving Party must
4 make reasonable efforts to assure that the material is treated in accordance with the
5 provisions of this Order.

6 5.4 Non-Party Designations. Non-Parties who produce Material in this
7 Action may avail themselves of the provisions of this Protective Order, and such
8 Material produced by Non-Parties shall be treated by the Parties in conformance
9 with this Protective Order. A Non-Party's use of this Protective Order for
10 production of its Material does not entitle that Non-Party to have access to Material
11 produced by any other Party in this Action.

12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
14 designation of confidentiality at any time that is consistent with the Court's
15 Scheduling Order.

16 6.2 Meet and Confer. The Party or Non-Party challenging confidentiality
17 designations must serve on the Designating Party a written objection to the
18 designation, describing with particularity the document or information in question
19 and the grounds for objection. The Designating Party or Non-Party must respond in
20 writing to the objection within seven (7) days, stating with particularity the grounds
21 for asserting that the document or information is "CONFIDENTIAL" or
22 "CONFIDENTIAL – OUTSIDE COUNSEL'S EYES ONLY." Counsel for the
23 Designating and challenging Parties and/or Non-Party, shall meet and confer by
24 phone within five (5) days of such response. If counsel are unable to settle their
25 differences in the meet and confer conference, the Challenging Party shall initiate
26 the dispute resolution process under Local Rule 37-1 *et seq.*

27 6.3 Joint Stipulation. Except as otherwise provided for in the Federal
28 Rules of Civil Procedure, Local Rules or herein, any challenge submitted to the

1 Court shall be via a joint stipulation pursuant to Local Rule 37-2.

2 6.4 The burden of persuasion in any such challenge proceeding shall be on
3 the Designating Party. Frivolous challenges or designations, and those made for an
4 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
5 other parties) may expose the Challenging Party or Designating Party to sanctions.
6 Unless the Designating Party has waived or withdrawn the confidentiality
7 designation, all parties shall continue to afford the material in question the level of
8 protection to which it is entitled under the Producing Party's designation until the
9 Court rules on the challenge.

10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a
16 Receiving Party must comply with the provisions for Final Disposition in Section
17 13 below.

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Material. Unless otherwise ordered
22 by the Court or permitted in writing by the Designating Party, a Receiving Party
23 may disclose any Material designated "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action,
25 including employees of said Outside Counsel of Record;

26 (b) the officers, directors, and employees (including In-House
27 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
28 Action;

1 (c) Experts (as defined in this Order) of the Receiving Party who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the Court and its personnel;

4 (e) court reporters and their staff;

5 (f) professional jury or trial consultants, mock jurors, and Professional
6 Vendors who have signed the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A);

8 (g) the author or recipient of a document containing the information or
9 a custodian or other person who otherwise possessed or knew the information;

10 (h) during their depositions, non-party witnesses, and attorneys for
11 non-party witnesses to whom disclosure is reasonably necessary, provided the non-
12 party witnesses and their attorneys read and sign the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A) prior to viewing the Protected Material,
14 unless otherwise agreed in advance of the deposition by the Designating Party or
15 ordered by the Court. Pages of transcribed deposition testimony or exhibits to
16 depositions that reveal Protected Material may be separately bound by the court
17 reporter and shall not be disclosed to anyone except as permitted under this
18 Protective Order;

19 (i) any mediator or settlement officer, and their supporting personnel,
20 mutually agreed upon by any of the parties engaged in settlement discussions; and

21 (j) the Parties’ insurers relating to the claims or defenses in this Action,
22 to whom disclosure is reasonably necessary in this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

24 7.3 Disclosure of “CONFIDENTIAL – OUTSIDE COUNSEL’S EYES
25 ONLY” Material. Unless otherwise ordered by the court or permitted in writing by
26 the Designating Party, a Receiving Party may disclose any Material designated
27 “CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this Action,

1 including employees of said Outside Counsel of Record;

2 (b) one (1) In-House Counsel of the Receiving Party, who is not
3 involved in competitive decision making for the Receiving Party, provided that: (a)
4 the designated In-House Counsel has agreed to be bound by the provisions of the
5 Protective Order by signing the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A), which shall be provided to the Designating Party before the designated
7 In-House Counsel reviews any Material designated “CONFIDENTIAL –
8 OUTSIDE COUNSEL’S EYES ONLY”; (b) no unresolved objections to such
9 disclosure exist after proper notice has been given to all Parties as set forth in
10 Section 7.4.2 below; (c) no copies of the Material designated “CONFIDENTIAL
11 – OUTSIDE COUNSEL’S EYES ONLY” may be stored or examined, including
12 by email or other electronic means, on the business premises of the Receiving
13 Party; (d) no electronic copies of the Material designated “CONFIDENTIAL –
14 OUTSIDE COUNSEL’S EYES ONLY” may be stored or examined on servers,
15 other computers, telephones, mobile devices, or other electronic storage devices
16 maintained, owned, or controlled by the Receiving Party; and (e) the designated
17 In-House Counsel does not discuss anything about or relating to the Material
18 designated under Section 7.3 with anyone other than the Receiving Party’s
19 Outside Counsel of Record in this Action.

20 (c) Experts (as defined in this Order) engaged by the Receiving Party
21 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the Court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants, mock jurors, and Professional
25 Vendors who have signed the “Acknowledgment and Agreement to Be Bound”
26 (Exhibit A);

27 (g) the author or recipient of a document containing the information or
28 a custodian or other person who otherwise possessed or knew the information;

1 (h) during depositions, non-party witnesses, and attorneys for non-
2 party witnesses to whom disclosure is reasonably necessary, provided they read and
3 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A) prior to
4 viewing the Protected Material, unless otherwise agreed in advance of the
5 deposition by the Designating Party or ordered by the court. Pages of transcribed
6 deposition testimony or exhibits to depositions that reveal Protected Material may
7 be separately bound by the court reporter and may not be disclosed to anyone
8 except as permitted under this Stipulated First Amended Protective Order;

9 (i) any mediator or settlement officer, and their supporting personnel,
10 mutually agreed upon by any of the parties engaged in settlement discussions; and

11 (j) the Parties’ insurers relating to the claims or defenses in this Action,
12 to whom disclosure is reasonably necessary in this Action, and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), which shall be
14 provided to the Designating Party before the Parties’ insurers review any Material
15 designated “CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY .

16 7.4 Exceptions to Limitations on Disclosure

17 7.4.1 Nothing herein shall prevent disclosure of Protected Material:
18 (a) by the Producing Party to anyone else the Producing Party deems appropriate;
19 (b) by the Receiving Party to an officer of the Producing Party; (c) by a Party to any
20 Person, whether or not affiliated with the Producing Party at the time of disclosure,
21 who either authored the Protected Material, in whole or in part, or who has
22 independently received the Protected Material other than through a means
23 constituting a breach of this Protective Order or inadvertent disclosure; or (d) to any
24 Person who is reasonably identified as previously having had access to the
25 Protected Material.

26 7.5 Use at Depositions. Except as may be otherwise ordered by the Court,
27 any Person may be examined as a witness at depositions and trial and may testify
28

1 concerning all Protected Material of which such person has prior knowledge.
2 Without in any way limiting the generality of the foregoing:

3 (a) A former or current director or officer, and/or employee of a
4 Producing Party may be examined and may testify concerning all Protected
5 Material which has been produced by that party;

6 (b) Non-Parties that are not a former or current director or officer,
7 and/or employee of a Producing Party may be examined or testify concerning any
8 document containing Protected Material of a Producing Party which appears on its
9 face or from other documents or testimony to have originated from the Non-Party
10 or to have been communicated to the Non-Party by the Producing Party.

11 (c) Nothing in the above provisions shall act as a waiver to a Party's
12 right to object to the use of the Protected Material or to questions regarding or
13 relating to the Protected Material.

14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
15 **IN OTHER LITIGATION**

16 If a Party is served with a subpoena or a court order issued in other litigation
17 that compels disclosure of any information or items designated in this Action as
18 "CONFIDENTIAL" or "CONFIDENTIAL – OUTSIDE COUNSEL'S EYES
19 ONLY," that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or
23 order to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall include
25 a copy of this Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected.

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this
2 Action as “CONFIDENTIAL” or “CONFIDENTIAL – OUTSIDE COUNSEL’S
3 EYES ONLY” before a determination by the Court from which the subpoena or
4 order issued, unless the Party has obtained the Designating Party’s permission. The
5 Designating Party shall bear the burden and expense of seeking protection in that
6 court of its confidential material and nothing in these provisions should be
7 construed as authorizing or encouraging a Receiving Party in this Action to disobey
8 a lawful directive from another court.

9 **9. PROTECTED MATERIAL SOUGHT TO BE PRODUCED BY NON-**
10 **PARTIES IN THIS LITIGATION**

11 9.1 The terms of this Order are applicable to material or information
12 produced by a Non-Party in this Action, so long as such material is designated as
13 “CONFIDENTIAL” or “CONFIDENTIAL – OUTSIDE COUNSEL’S EYES
14 ONLY.” Such information may include material or information in which the
15 Producing Non-Party has an interest in maintaining confidentiality, and material or
16 information in the possession of the Producing Non-Party in which a Party has an
17 interest in maintaining confidentiality. Protected Material produced by Non-Parties
18 in connection with this Litigation is protected by the remedies and relief provided
19 by this Order. Nothing in these provisions should be construed as prohibiting a
20 Non-Party from seeking additional protections.

21 9.2 Any Party, who believes that a request or demand (such as a subpoena)
22 directed to a Non-Party includes confidential material or information in the
23 possession of the Non-Party belonging to that Party, may promptly notify the
24 Requesting Party of its belief and demand that no such material or information be
25 provided to the Requesting Party until the Party has had an opportunity to review
26 and designate such material or information pursuant to this order. A Requesting
27 Party who receives such notice and demand from another Party shall not receive
28 any materials or information from the Non-Party until the other Party has had such

1 an opportunity to review the material or information and make appropriate
2 designations.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Protective Order, the Receiving Party must immediately (a) notify in writing the
7 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
8 all unauthorized copies of the Protected Material, (c) inform the person or persons
9 to whom unauthorized disclosures were made of all the terms of this Order, and (d)
10 request such person or persons to execute the “Acknowledgment and Agreement to
11 Be Bound” that is attached hereto as Exhibit A.

12 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
13 **PROTECTED MATERIAL**

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other
16 protection, the obligations of the Receiving Parties are those set forth in Federal
17 Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d)
18 and (e), insofar as the parties reach an agreement on the effect of disclosure of a
19 communication or information covered by the attorney-client privilege or work
20 product protection, the parties may incorporate their agreement in the Stipulated
21 First Amended Protective Order submitted to the Court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order, no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in
28 this Protective Order. Similarly, no Party waives any right to object on any ground

1 to use in evidence of any of the material covered by this Protective Order.

2 12.3 Computation of time. The computation of any period of time
3 prescribed or allowed by this Order shall be governed by the provisions for
4 computing time set forth in Rule 6 of the Federal Rules of Civil Procedure.

5 12.4 Filing Protected Material.

6 12.4.1 Absent written permission from the Producing Party or a
7 Court Order secured after appropriate notice to all interested persons, a Receiving
8 Party may not file or disclose in the public record any Protected Material.

9 12.4.2 Any Party is authorized in accordance with Local Rule
10 79-5 to file under seal with the Court any brief, document or materials that are
11 designated as Protected Material under this Order.

12 **13. FINAL DISPOSITION**

13 After the final disposition of this Action, defined as the entry of a final non-
14 appealable judgment or order, or the complete settlement of all claims asserted
15 against all Parties in this Action, within sixty (60) days of a written request by the
16 Designating Party, each Receiving Party must return all Protected Material to the
17 Producing Party or destroy such material. As used in this subdivision, "all Protected
18 Material" includes all copies, abstracts, compilations, summaries, and any other
19 format reproducing or capturing any of the Protected Material. Whether the
20 Protected Material is returned or destroyed, the Receiving Party must submit a
21 written certification to the Producing Party (and, if not the same person or entity, to
22 the Designating Party) by the sixty (60) day deadline that (1) all the Protected
23 Material that was returned or destroyed and (2) affirms that the Receiving Party has
24 not retained any copies, abstracts, compilations, summaries or any other format
25 reproducing or capturing any of the Protected Material. Notwithstanding this
26 provision, Outside Counsel of Record are entitled to retain an archival copy of all
27 pleadings, motion papers, trial, deposition, and hearing transcripts, legal
28 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney

work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order.

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: June 18, 2019

TROUTMAN SANDERS LLP

By: /s/ Oscar Figueroa

John M. Bowler
Michael D. Hobbs
Austin Padgett
Oscar Figueroa

Attorneys for Plaintiff and
Counterclaim Defendant,
SUGARFINA, INC.

Dated: June 18, 2019

SNELL & WILMER L.L.P.

By: /s/ Deborah A. Gubernick

Deborah A. Gubernick
Samuel G. Brooks

Attorneys for Defendant
BOUQUET BAR, INC., BOUQUET
BAR, LLC, DAVID (DAOUD)
YUSUF, ALEX AMIDI, JEFFREY
MATSEN, and SAL AZIZ

ATTESTATION

Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), I, Oscar Figueroa, hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: June 18, 2019

/s/ Oscar Figueroa
Oscar Figueroa

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 06/19/2019 _____



Hon. Douglas F. McCormick
United States Magistrate Judge

EXHIBIT A

Consent to be Bound by Protective Order

I, _____, state

The undersigned hereby acknowledges that he or she has received and read the Protective Order entered in the United States District Court for the Central District of California in connection with the above-captioned action, and understands its terms and agrees to be bound by each of those terms. Specifically, and without limitation upon such terms, the undersigned agrees not to use or disclose any confidential information made available to him or her other than in accordance with said Protective Order. The undersigned further submits to the jurisdiction of this Court for purposes of enforcement of, or disputes relating to, said Protective Order.

I state under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Name of individual: _____

Present occupation/job description: _____

Name of Company or Firm: _____

Address: _____

Executed on _____

Signature